

Defendant Sony BMG Music Entertainment (“Sony BMG”), incorrectly sued as Sony BMG Music Entertainment, LLC, by its attorneys, Ellen A. Hochberg and Jonathan D. Davis, P.C., for its answer to the Complaint, dated March 28, 2008 (the “Complaint”), states as follows:

JURISDICTION AND VENUE

1. In response to paragraph 1 of the Complaint, Sony BMG avers that Plaintiff purports to allege a claim under the Copyright Act, 17 U.S.C. § 101 et seq., and a breach of contract at common law. To the extent that the allegations in paragraph 1 call for a legal conclusion, no response is required.

2. In response to paragraph 2 of the Complaint, Sony BMG avers Plaintiff purports to allege that this Court has exclusive jurisdiction over this action under 28 U.S.C. § 1331 and § 1338. To the extent that the allegations in paragraph 2 call for a legal conclusion, no response is required.

3. In response to paragraph 3 of the Complaint, Sony BMG avers Plaintiff purports to allege that this Court has supplemental jurisdiction over this action under 28 U.S.C. § 1367. To the extent that the allegations in paragraph 3 call for a legal conclusion, no response is required.

4. In response to paragraph 4 of the Complaint, Sony BMG avers Plaintiff purports to allege that venue is proper in this district court. To the extent that the allegations in paragraph 4 call for a legal conclusion, no response is required.

THE PARTIES

5. In response to paragraph 5 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 5 of the Complaint.

6. In response to paragraph 6 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 6 of the Complaint.

7. In response to paragraph 7 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 7 of the Complaint.

8. In response to paragraph 8 of the Complaint, Sony BMG denies that it is a foreign limited liability company, but avers it is authorized to conduct business in the State of New York and that it has office in New York.

9. In response to paragraph 9 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 9 of the Complaint.

10. In response to paragraph 10 of the Complaint, Sony BMG avers that it is engaged in the business of producing and distributing CDs, including the Manuelle CD at issue.

11. In response to paragraph 11 of the Complaint, Sony BMG avers that it produces, distributes, and sells CDs, including the Manuelle CD at issue, by means of various channels of commerce, including retail stores and online retailers, and engages in advertising and promoting such goods in New York.

12. In response to paragraph 12 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 12 of the Complaint, except Sony BMG avers that it produces, distributes, and sells CDs, including the Manuelle CD at issue, by means of various channels of commerce, including retail stores and online retailers, and engages in advertising and promoting such goods in New York.

13. In response to paragraph 13 of the Complaint, Sony BMG avers that it transacts business within this judicial district, but is otherwise without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 13 of the Complaint. To the extent that the allegations in paragraph 13 call for a legal conclusion, no response is required.

14. In response to paragraph 14 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 14 of the Complaint.

15. In response to paragraph 15 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 15 of the Complaint.

16. In response to paragraph 16 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 16 of the Complaint. To the extent that the allegations in paragraph 16 call for a legal conclusion, no response is required.

RESPONSES TO ALLEGATIONS AS TO ALL COUNTS

17. In response to paragraph 17 of the Complaint, Sony BMG repeats and realleges each of its responses to paragraphs 1 through 16 as if fully set forth at length herein.

18. In response to paragraph 18 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 18 of the Complaint.

19. In response to paragraph 19 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 19 of the Complaint.

20. In response to paragraph 20 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 20 of the Complaint.

21. In response to paragraph 21 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 21 of the Complaint.

22. In response to paragraph 22 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 22 of the Complaint.

23. In response to paragraph 23 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 23 of the Complaint.

24. In response to paragraph 24 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 24 of the Complaint. To the extent that the allegations in paragraph 24 call for a legal conclusion, no response is required.

25. In response to paragraph 25 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 25 of the Complaint.

26. In response to paragraph 26 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 26 of the Complaint. To the extent that the allegations in paragraph 26 call for a legal conclusion, no response is required.

RESPONSE TO COUNT I

27. Sony BMG repeats and realleges each of its responses to paragraphs 1 through 26 as if fully set forth at length herein.

28. In response to paragraph 28 of the Complaint, Sony BMG avers that it released the CD at issue in or about March 2005, but is otherwise without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 28 of the Complaint.

29. In response to paragraph 29 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 29 of the Complaint. To the extent that the allegations in paragraph 29 call for a legal conclusion, no response is required.

30. In response to paragraph 30 of the Complaint, Sony BMG denies the allegations in paragraph 30 of the Complaint. To the extent that the allegations in paragraph 30 call for a legal conclusion, no response is required.

31. In response to paragraph 31 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 31 of the Complaint.

32. In response to paragraph 32 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 32 of the Complaint.

33. In response to paragraph 33 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 33 of the Complaint.

34. In response to paragraph 34 of the Complaint, Sony BMG's avers that its affiliate was contacted with regard to a purported use of Plaintiff's photographs.

35. In response to paragraph 35 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 35 of the Complaint.

36. In response to paragraph 36 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 36 of the Complaint. To the extent that the allegations in paragraph 36 call for a legal conclusion, no response is required.

37. In response to paragraph 37 of the Complaint, Sony BMG denies the allegations in paragraph 37 of the Complaint. To the extent that the allegations in paragraph 37 call for a legal conclusion, no response is required.

38. In response to paragraph 38 of the Complaint, Sony BMG denies the allegations in paragraph 38 of the Complaint. To the extent that the allegations in paragraph 38 call for a legal conclusion, no response is required.

39. In response to paragraph 39 of the Complaint, Sony BMG denies the allegations in paragraph 39 of the Complaint. To the extent that the allegations in paragraph 39 call for a legal conclusion, no response is required.

RESPONSE TO COUNT II

40. Sony BMG repeats and realleges each of its responses to paragraphs 1 through 39 as if fully set forth at length herein.

41. In response to paragraph 41 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 41 of the Complaint.

42. In response to paragraph 42 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 42 of the Complaint.

43. In response to paragraph 43 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 43 of the Complaint.

44. In response to paragraph 44 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 44 of the Complaint.

45. In response to paragraph 45 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 45 of the Complaint.

46. In response to paragraph 46 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the

allegations in paragraph 46 of the Complaint, except avers that it received photographs purported to be Plaintiffs from Defendant LaSalle.

47. In response to paragraph 47 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 47 of the Complaint.

48. In response to paragraph 48 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 48 of the Complaint.

49. In response to paragraph 49 of the Complaint, Sony BMG denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 49 of the Complaint.

FIRST DEFENSE

50. The Complaint is barred, in whole or in part, based on failure to state a claim upon which relief can be granted.

SECOND DEFENSE

51. The Complaint is barred, in whole or in part, under the applicable statute of limitations and/or the doctrine of laches.

THIRD DEFENSE

52. Plaintiff has not complied with the statutory formalities of the U.S. Copyright Act, as amended, and is thus barred from maintaining this action based on lack of standing.

FOURTH DEFENSE

53. Plaintiff is estopped from asserting the claim alleged in the Complaint.

FIFTH DEFENSE

54. Plaintiff is barred from suit due to the doctrine of accord and satisfaction.

SIXTH DEFENSE

55. The Complaint is barred, in whole or in part, based on the doctrine of waiver and/or estoppel.

SEVENTH DEFENSE

56. Defendants have not engaged in any intentional, willful or improper conduct.

EIGHTH DEFENSE

57. Assuming *arguendo* that Plaintiff has any rights in any photographs which may be the subject of the Complaint, such rights were either expressly or impliedly licensed, including, without limitation, to Sony BMG.

NINTH DEFENSE

58. Plaintiff's injuries, if any, were proximately caused by the negligent, careless, reckless or intentional acts of third parties as to which Sony BMG neither had the right, nor duty, or opportunity to exercise any control, and who acted without the knowledge, participation, approval or ratification of Sony BMG.

TENTH DEFENSE


59. Sony BMG reserves the right to allege such other and further defenses as may be discovered in the course of the defense of this action, and thus, reserves its right to amend its answer to assert such defenses.

WHEREFORE, Sony BMG demands judgment, as follows:

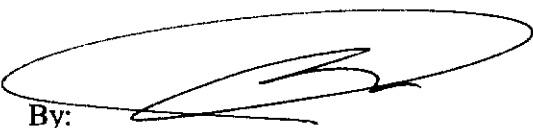
- (a) Dismissal of the Complaint in its entirety;
- (b) Costs, interest and attorney's fees as provided by statute, contract and/or applicable law; and
- (c) Such other and further relief as this Court deems just and proper.

Dated: August 5, 2008
New York, New York

SONY BMG MUSIC ENTERTAINMENT

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